

# Sales Contract

## 销售合同

Contract Number:

合同号

Date: 2020-04-14

日期

This contract is between the following two parties:

Party A-Seller -Beijing KGT World Trade International Trading CO., LTD

Address: No 218 (Liang du Plaza North Side Second Floor).No.9 East Forth Ring South Road.  
Chaoyang District, Beijing

甲方（卖方）方 A: 北京跨港通世贸国际贸易有限公司

地址: 北京市朝阳区东四环南路 9 号(亮都北侧二层)218 号

Party B- Ministry of Foreign Affairs and Trade of Hungary

Address: 1027. Budapest, Bem rkp. 47, Hungary

TEL: ;

E-mail:

乙（买方）方 B:

地址:

电话:

邮箱:

Purpose - Party A sells 61 sets of Drager-savina300 Ventilators to Party B. Party A's terms are strictly FOB price; As an exporter of the goods, Party A is responsible for transporting the goods to Shenzhen airport, China

     and Party B assists in arranging booking of air freight, and shall bear the expenses .

目的: 甲方向乙方出售 61套-德尔格呼吸机Savina300, 甲方的条款是严格的FOB 贸易条款; 甲方作为货物的出口商, 甲方负责将货物运送到中国深圳机场, 乙方自行安排航班, 费用由乙方承担。

The consignee will be:

Party B - Buyer-

Address:

Port of departure: Shenzhen airport, China

Destination port:

收货人-买方:

收货地址:

启运港: 中国深圳机场

目的港:

1. The contract is made by and between the Buyer and the Seller; whereby the Buyer agrees to buy and the Seller agrees to sell the undermentioned commodity according to the terms and conditions stipulated below:

经双方双方同意, 乙方由甲方出售以下货物, 并按下列条款签订本合同

货物名称及规格 COMMODITY & SPECIFICATIONS	数量及单位 QUANTITY & UNIT	单 价(美元) FOB深圳国际机场 UNIT PRICE: US Dollar FOB Shenzhen Airport	总 金 额(美元) AMOUNT PRICE (USD)
Drager- savina300Ventilators	61Sets	USD\$89000.00/Unit	USD\$5429000.00
<b>TOTAL AMOUNT:</b>			USD\$5429000.00

**2.Payment Terms: 付款条款:** Party A requires Party B to pay the 100% of the total purchase order in advance by T/T amount when the order is confirmed. 甲方要求乙方在确认订单后电汇预先支付100%采购订单货款。

Payment must be made by electronic funds transfer to Party A following bank account.

付款方式为电子汇款至甲方以下银行帐户。

A/C holder's name: BEIJING KGT WORLD TRADE INTERNATIONAL TRADING CO.,LTD

Address:NO.218.NO.9 EAST FORTH RING SOUTH CHAOYANG BEIJING CN

BANK OF CHINA BEIJING BRANCH

A/C No.:

No.2 Chao Yang Men Nei Da Jie,Dongcheng District Beijing 100010,China

SWIFT CODE: BKCH CN BJ 110

**3.Packing:** Carton with wooden pallet

**包装:** 纸箱包装, 木箱底座

Packaging of good shall meet the requirements of loading, land and air transportation.

货物的包装应符合装载, 陆运和空运的要求。

**4 Terms of shipment:**

运输条款

4.1 Time of shipment: Delivery in 5 working days after receiving 100% payment in advance, the goods are boarded at Shenzhen airport, China.

装运时间: 买方支付100%货物预付款之后5个工作日发货至中国深圳机场。

Should Party A not deliver in time it shall reimburse integrally Party B without any delay.

甲方如不能及时交货, 应立即全额偿还乙方。

4.2 Seller are not liable for custom clearance at destination country side, it will be buyer's responsibility.

卖方对目的地国家地区的海关清关不承担任何责任 这是买方的责任。

4.3 Partial Shipment and Transshipment to be allowed.

允许分批装运和转运。

4.4 Force Majeure will applicable if Government Bans.

如政府禁止不可力将适用。

5. Insurance: To be arranged by buyer and cost covered by the buyer.

保险: 买家安排 买家承担费用。

6. Country of Origin and Country of Manufacture: Germany

原产国和制造国 德国

7. Shipping Mark:

8. Required Documents: 所需文件

A) Commercial Invoice 商业发票

B) Packing List 装箱单

C) Test report 检测报告

D) Warranty documents 厂家质保文件

## 9. Guarantee of Quality 质量保证

The Seller shall guarantee that the commodity is consistent with the quality, specifications and performance required in this Contract. The quality standard of commodity is subject to the relevant standard at the time taken by the Seller's country.

卖方应保证商品符合本合同要求的质量，规格和性能。商品的质量标准受卖方所在国家采用的相关标准的约束。

## 10. Claims 索赔

10.1 Buyer shall inspect the products immediately after receiving the products, should the quality, quantity, specification or other natures of the commodity be found inconsistent with the requirements in this Contract, the seller agrees to examine any claim. Claims shall be raised by the Buyer with the Seller within 3 days after arrival of the goods at destination and supported by the evidence for Seller's reference. Claims within the responsibility of insurance company and/or shipping company will not be considered or entertained by the Seller.

~~买方在到港后应立即检查。如果发现商品的质量，数量，规格或其他性质与本合同的要求不符，卖方同意对任何索赔进行审查。买方在到港后三天内提出索赔并有证据支持，卖方在收到证据后可在三天内对索赔进行审查。~~

10.2 In the event the claims fail to be made by the Buyer within the said period, it shall be deemed the quality, quantity, specifications, outer appearance, colors or other natures of the commodity is consistent with this Contract, and the commodity is accepted by the Buyer.

如果买方未能在上述期限内提出索赔，则应认为该商品的质量，数量，规格，外观，颜色或其他性质与本合同一致，并且该商品被买方接受。

## 11. Force Majeure 不可抗力

11.1 Neither party shall be held responsible for failure or delay to perform any or all parts of this Contract due to flood, earthquake, war, hurricane, Plague or any other events that are beyond the control of the affected party and could not reasonably be expected at the time of concluding this Contract or be avoided or overcome by such party. However, the affected party shall immediately give a written notice

to the other party of the occurrence of the Force Majeure event, and provide a certificate or document issued by the relative authority certifying the occurrence of such a Force Majeure event. Under such circumstance, the deadline of the parties' obligation performance in this Contract shall be automatically extended for a period that is equal to the delayed time due to the Force Majeure event.

由于洪水、地震、战争、飓风、瘟疫或受影响方无法控制的任何其他事件而导致的未能履行或延迟履行本合同的全部或部分条款，并且在签订本合同时无法合理预期或被该方避免或克服，任何一方均不承担责任。

但是，受影响的一方应立即将不可抗力事件的发生书面通知另一方，并提供由有关当局签发的证明此类不可抗力事件发生的证书或文件。在这种情况下，当事方在本合同中履行义务的最后期限应自动延长，期限等于不可抗力事件导致的延迟时间。

11.2 If the event of Force Majeure continues for more than forty-five (45) days, both parties shall negotiate for an agreement on the performance or termination of this Contract. If such an agreement can not be reached within three (3) months after the Force Majeure occurrence, each party shall have the right to terminate this Contract. Under such circumstance, each party shall bear its own costs, and shall not claim for any compensation due to such a termination.

如果不可抗力事件持续超过四十五(45)天，则双方应就本合同的履行或终止达成协议。

如果在不可抗力发生后的三(3)个月内无法达成此类协议，则各方均有权终止本合同。

在这种情况下，各方均应自行承担费用，不得因终止而要求赔偿。

11.3 Notwithstanding the above, under no circumstance shall the Buyer release its payment obligation due under this Contract.

尽管有上述规定，买方在任何情况下均不得解除本合同项下的付款义务。

## 12. Confidentiality 保密

During the term of this Contract, the Buyer shall keep strictly confidential any and all Confidential Information of the Seller disclosed or known during the business negotiation, including but not limited to this Contract, and shall not disclose these Confidential Information to any third party in any way. The confidentiality obligations of the Buyer shall survive the expiration or termination of this Contract.

在本合同期限内，买方应严格保密在商业谈判期间获得或已知的卖方的任何所有机密信息，包括但不限于本合同，并且不得在任何情况下以任何方式向任何第三方披露这些机密信息。买方的保密义务应在本合同期间或终止后继续有效。

## 13. Applicable Law 适用法律

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

本合同受中华人民共和国法律管辖并根据其解释。

14. Arbitration:

- A) All disputes in connection with this contract or the execution thereof shall be amicably settled through negotiation, in case no agreement can be reached, the case under dispute shall be submitted to arbitration
- B) The arbitration shall take place in Beijing
- C) The arbitration award shall be final and binding upon both parties

- D) The arbitration fees shall be borne by the lost party.
- E) This Contract shall be effective after its being duly signed by both parties and remain in force until any and all obligations under this Contract are actually performed. This contract will be signed in two originals, one for each party. Both parties exchanged by e-mail containing the faxed or scanning copy of this contract should have the same legal effect as the original
- F) This Agreement is made out in two originals, one original for each party, each original written in Chinese and English, both texts being equally valid. In case of any divergence of interpretation, the English text shall prevail.

仲裁:

- A) 在本合同或其执行有关的一切争议, 双方应友好协商解决, 如果没有能达成协议, 争议的情况下, 应提交仲裁
  - B) 仲裁地点在北京
  - C) 仲裁裁决是终局的, 对双方均有约束力
  - D) 仲裁费用由败诉方承担。
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- e) 本合同应在双方正式签署后生效, 直到本合同项下的任何义务全部履行为止。 该合同将签署两份正本, 每一方各一份。双方通过包含本合同传真或扫描副本的电子邮件进行交流, 应具有与原始合同相同的法律效力。
  - f) 本协议以两份正本为准, 双方各一份, 每份正本用中文和英文写成, 两种文本具有同等效力。 如有歧义, 概以中文文本为准。

This Contract shall come into effect from the date of signing.  
本合同在签署之日起生效。

Party A-Seller 卖方 - Beijing KGT World Trade International Trading CO., LTD



Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: 2020.04.14



Party B- Buyer 买方--

Signed: \_\_\_\_\_

Position: Minister of State

Date: Budapest, 2020.04.14.



